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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY:

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Attorneys for Defendant
SCRIBD, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

LARRY WILLIAMS,

Plaintiff,

vs.

SCRIBD, INC., a corporation, GalaxiaMia sued as
DOE 1; api_user_11797_malvik as DOE 2;
alukmanto as DOE 3; api_user_11797_NEBOJSAJE
as DOE 4; mikaj as Doe 5; Srikanthbnm sued as
DOE 6; api_user_11797_Sathis sued as DOE 7;
api_user_11797_tevado... sued as DOE 8;
api_user_11797_ingrid... sued as DOE 9; and DOES
10 to 40 are upload infringers to be named;

Defendants.

CASE NO. 09-cv-1836-LAB-WMc

**DECLARATION OF GEORGE
CONSAGRA IN SUPPORT OF
DEFENDANT SCRIBD, INC.'S
NOTICE OF RULE 12(B)(6)
MOTION AND MOTION TO
DISMISS COMPLAINT**

Date: February 22, 2010

Time: 11:15 a.m.

Dept: 9

Judge: Larry A. Burns

I, George Consagra, declare as follows:

1. I am the President of Scribd, Inc. ("Scribd"), one of the defendants in the instant case, and over the age of 18 years. I am a resident of California. Except where otherwise stated, I have personal knowledge of the facts set forth herein, and if sworn as a witness could and would testify competently thereto.

2. Although less than three years old, Scribd's website is already enormously popular. Scribd's website, among other things, encourages self-publication of creative writing;

-1-

ORIGINAL

DECLARATION OF GEORGE CONSAGRA IN SUPPORT OF
DEFENDANT SCRIBD'S 12(B)(6) MOTION TO DISMISS COMPLAINT
CASE NO. 09-cv-1836-LAB-WMc

1 facilitates academic peer review; allows for the publication of works in the public domain;
2 allows numerous publishing companies, including Harvard University Press, the Chicago
3 Tribune, and Simon and Schuster, to provide previews of works in order to promote the sale of
4 full, electronic versions of those works. In short, the Scribd website is a powerful tool that
5 removes barriers between authors, publishers, and readers.

6 3. Attached as Exhibit D is a true and correct copy of a print-out of one of Scribd's
7 webpages, <http://support.scribd.com/forums/33939/entries/25459>, titled "General Terms of Use."
8 As stated in Section 11.1, Scribd has adopted and implemented a policy through which it
9 terminates the accounts of users who are identified as "repeat infringers" – that is, users who
10 have repeatedly uploaded content they were not authorized to upload.

11 4. Consistent with our anti-infringement policies, Scribd will remove allegedly
12 infringing material after receiving from copyright holders (or authorized agents thereof) a
13 takedown request that complies with the requirements set out in 17 U.S.C. 512.
14

15 5. Attached as Exhibit E is a true and correct copy of a print-out of one of Scribd's
16 webpages, <http://www.scribd.com/copyright>, titled "Copyright Management System."
17

18 6. Attached as Exhibit F is a true and correct copy of a print-out of one of Scribd's
19 webpages, <http://www.scribd.com/about>, titled "About Us."
20

21 7. Attached as Exhibit G is a true and correct copy of Scribd's March 13, 2009
22 correspondence with Plaintiff Larry Williams ("Plaintiff"), including Scribd's response to
23 Plaintiff's correspondence of March 13, 2009.

24 8. Attached as Exhibit H is a true and correct copy of Scribd's March 25, 2009
25 response to John Wiley & Sons's correspondence of March 25, 2009.

26 9. Attached as Exhibit I is a true and correct copy of Scribd's March 30, 2009
27

1 response to Plaintiff's correspondence of March 30, 2009.

2 10. Attached as Exhibit J is a true and correct copy of Scribd's March 31, 2009
3 response to Plaintiff's correspondence of March 31, 2009.

4 11. Attached as Exhibit K is a true and correct copy of Scribd's April 1, 2009
5 response to Plaintiff's correspondence of April 1, 2009.

6 12. Attached as Exhibit L is a true and correct copy of the April 7, 2009 subpoena and
7 letter accompanying the subpoena that Scribd received from Plaintiff.

8 13. Attached as Exhibit M is a true and correct copy of Plaintiff's correspondence to
9 Scribd dated May 12, 2009 and Scribd's May 12, 2009 response.

10 14. Attached as Exhibit N is a true and correct copy of Plaintiff's correspondence to
11 Scribd dated May 15, 2009 and Scribd's May 15, 2009 response.

12 15. Attached as Exhibit O is a true and correct copy of Plaintiff's correspondence to
13 Scribd dated August 17, 2009 and Scribd's August 17, 2009 response.

14 16. Attached as Exhibit P is a true and correct copy of Plaintiff's correspondence to
15 Scribd of August 26, 2009 and Scribd's August 26, 2009 response.

16
17
18 I declare, under penalty of perjury under the laws of the State of California and the
19 United States, that the foregoing is true and correct.

20 Executed this 23rd day of November 2009 at San Francisco, California.

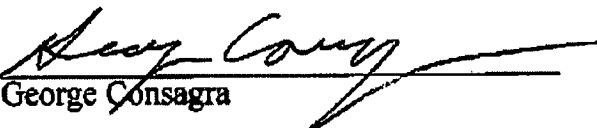
21
22
23 
24 George Consagra

Exhibit D

Info, FAQs, and Forums / Terms and policies / General Terms of Use

Return to Scribd

General Terms of Use

Submitted Feb 28 by Jason Bentley

May 18, 2009

0. Introduction; Your Agreement to these Terms of Use

Welcome to the Scribd.com (owned and operated by Scribd Inc.) content management and file download platform consisting of web sites, services, software applications and networks that allows for the authorized download and distribution of written digital content over the internet (the "Scribd Platform").

The following Terms of Use for the Scribd Platform is a legal contract between You, either an individual user of at least 13 years of age ("You" or, collectively, "Users"), and Scribd regarding Your use of the Scribd Platform.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR, ACCESSING, BROWSING, DOWNLOADING FROM OR USING THE SCRIBD PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SCRIBD PLATFORM.

1. Eligibility.

The Scribd Platform is not available to persons under the age of 13 or to any users previously suspended or removed from the Scribd Platform by Scribd. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SCRIBD PLATFORM, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SCRIBD PLATFORM. The content on the Scribd Platform is only available for personal noncommercial use for end users only, any other use is prohibited.

2. Privacy.

Your privacy is important to Scribd. Scribd's Privacy Policy is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to Scribd's collection, use, and disclosure of Your personal information.

Users who utilize Scribd's Developer Platform or any of Scribd's APIs are bound by the API terms of service. The Scribd API Terms are hereby incorporated into these Terms by reference.

Users who utilize Scribd's program to buy or sell User Content through the Scribd Platform (the "Scribd Document Store") are bound by the Scribd Document Store Terms. The Scribd Document Store Terms are hereby incorporated into these Terms by reference.

3. Individual Features and Services.

When using the Scribd Platform, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.

4. Modification of these Terms.

Scribd reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the Scribd Platform after the posting of changes constitutes Your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the Scribd Platform. We will always make a reasonable effort to notify You if we do change these Terms.

5. Digital Millennium Copyright Act.

Please note that since we respect authors' and content holders' rights, it is Scribd's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to Scribd's DMCA Notification Guidelines. Please note that Scribd will promptly terminate without notice any User's access to the Scribd Platform if that User is determined by Scribd to be a "repeat infringer." A repeat infringer is a User who has been notified by Scribd of infringing activity violations more than twice and/or who has had their User Content or any other user-submitted content removed from the Scribd Platform more than twice.

6. Scribd Platform License Grant.

6.1 License Grant to Upload.

Subject to Your compliance with the terms and conditions set out in this Terms of Use, Scribd hereby grants to You a personal, limited, non-exclusive, non-transferable, freely revocable license to use the Scribd Platform for the uploading and distributing of authorized digital content, including electronic documents ("User Content").

Content is uploaded at Your own risk. Notwithstanding any obligations hereunder of Scribd to protect User Content with security measures, Scribd cannot guarantee that there will be no unauthorized copying or distribution of User Content nor will Scribd be liable for any copying or usage of the User Content not authorized by Scribd.

6.2 License Grant to Download.

Subject to Your compliance with the terms and conditions set out in this Terms of Use, Scribd hereby grants to You a personal, limited, non-exclusive, non-transferable, freely revocable license to view and download User Content solely through the Scribd Platform subject to the license under which such User Content is distributed.

6.3 Reservation of Rights.

Scribd reserves all rights not expressly granted in this Terms of Use.

Related topics

DMCA counter-notification policy

Can I publish re-branded affiliate marketing (PLR/MRR/RR) e-books?

API Terms of Service

Copyright Management System Terms of Use

DMCA copyright infringement takedown notification policy

6.4 Prevention of Unauthorized Use.

Scribd reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Scribd Platform, including, but not limited to, technological barriers, IP mapping, and directly contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

7. User Content License Grant; Representations and Warranties.

7.1 Retention of Ownership

You retain all of Your ownership rights in User Content owned by You.

7.2 License Grant to Scribd.

Unless otherwise agreed to in a separate written agreement between You and Scribd that was signed by an authorized representative of Scribd:

- a) By distributing or disseminating User Content through the Scribd Platform, You hereby grant to Scribd a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, license to host, transfer, display, perform, reproduce, distribute, compress or convert for distribution, and otherwise exploit Your User Content, in any media formats and through any media channels, solely in order to publish and promote such User Content in connection with services offered or to be offered by Scribd. Such license will apply to any form, media, or technology now known or hereafter developed.
- b) Subject to section 7.3, below, the license granted by You in Section 7.2(a), above, terminates as to a specific piece of User Content once You remove or delete such User Content from the Scribd Platform.
- c) By uploading User Content, You hereby warrant that Your User Content is free of any digital rights management, including any software designed to limit the number of times User Content may be copied or played.

7.3 License Grant to other Scribd users.

By distributing or disseminating User Content through the Scribd Platform, You hereby grant to each User that is authorized to access Your User Content a non-exclusive license to access and use Your User Content under the terms indicated by You when You uploaded such User Content. Notwithstanding the foregoing, You hereby grant to each User that is authorized to access Your User Content at least a limited, non-exclusive, personal license to view and download such User Content in the manner contemplated by these Terms and the Scribd Platform. The foregoing license granted by You terminates as to a specific piece of User Content once You remove or delete such User Content from the Scribd Platform provided, however, that User rights to such User Content arising out of distributions occurring on or prior to deletion of such User Content from the Scribd Platform survive any termination or expiration of the license granted in this section 7.3.

7.4 User Content Representations and Warranties.

You are solely responsible for Your User Content and the consequences of posting or publishing them. By uploading and publishing Your User Content, You affirm, represent, and warrant that:

- (1) You are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Scribd and Scribd's Users to use Your User Content as necessary to exercise the licenses granted by You in this section and in the manner contemplated by Scribd and this Terms of Use;
- (2) Your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, or libel any other person; and
- (3) Your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

Violators of these third-party rights may be subject to criminal and civil liability. Scribd reserves all rights and remedies against any Users who violate this Terms of Use.

7.5 User Content Disclaimer.

You understand that when using the Scribd Platform You will be exposed to User Content from a variety of sources, and that Scribd is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Scribd with respect thereto. Scribd does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Scribd expressly disclaims any and all liability in connection with User Content. If notified by a User or a content owner of User Content that allegedly does not conform to this Terms of Use, Scribd may investigate the allegation and determine in its sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice. For clarity, Scribd does not permit copyright infringing activities on the Scribd Platform.

8. Prohibited Conduct.

BY USING THE SCRIBD PLATFORM YOU AGREE NOT TO:

- 8.1 use the Scribd Platform for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the Scribd Platform as such services are offered by Scribd;
- 8.2 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in section 12, below);
- 8.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;
- 8.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- 8.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Scribd Platform accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Scribd Platform, or perform any other similar fraudulent activity;
- 8.6 delete the copyright or other proprietary rights on the Scribd Platform or User Content;
- 8.7 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Scribd Platform. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

- 8.8 use the Scribd Platform for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- 8.9 defame, harass, abuse, threaten or defraud Users of the Scribd Platform, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- 8.10 use the Scribd Platform if You are under the age of thirteen (13) years old;
- 8.11 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Scribd Platform or User Content, features that prevent or restrict use or copying of any content accessible through the Scribd Platform, or features that enforce limitations on the use of the Scribd Platform or User Content;
- 8.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Scribd Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- 8.13 modify, adapt, translate or create derivative works based upon the Scribd Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- 8.14 intentionally interfere with or damage operation of the Scribd Platform or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- 8.15 relay email from a third party's mail servers without the permission of that third party;
- 8.16 use any robot, spider, scraper, or other automated means to access the Scribd Platform for any purpose or bypass any measures Scribd may use to prevent or restrict access to the Scribd Platform;
- 8.17 forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Scribd Platform;
- 8.18 interfere with or disrupt the Scribd Platform or servers or networks connected to the Scribd Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Scribd Platform; or
- 8.19 post, upload or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that detracts from the Scribd experience.

9. Account

When You use the Scribd Platform to upload and/or download content or any products, services, or information from Scribd, You may be asked to provide a password. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You agree that the information You provide to Scribd on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify Scribd. You may be liable for the losses incurred by Scribd or others due to any unauthorized use of Your Scribd Platform account.

10. Third-Party Sites, Products and Services; Links.

The Scribd Platform may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Scribd does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Scribd Platform are solely between You and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

11. Termination; Terms of Use Violations.

11.1 Scribd.

You agree that Scribd, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Scribd or Your use of the Scribd Platform and remove and discard all or any part of Your account, User profile, and any User Content, at any time. Scribd may also in its sole discretion and at any time discontinue providing access to the Scribd Platform, or any part thereof, with or without notice. You agree that any termination of Your access to the Scribd Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that Scribd will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Scribd may have at law or in equity. As discussed herein, Scribd does not permit copyright infringing activities on the Scribd Platform, and will terminate access to the Scribd Platform, and remove all User Content or other content submitted by any Users who are found to be repeat infringers.

11.2 You.

Your only remedy with respect to any dissatisfaction with (i) the Scribd Platform, (ii) any term of this Terms of Use, (iii) any policy or practice of Scribd in operating the Scribd Platform, or (iv) any content or information transmitted through the Scribd Platform, is to terminate this Terms of Use and Your account. You may terminate this Terms of Use at any time by discontinuing use of any and all parts of the Scribd Platform.

11.3 User Content.

Subject to section 7.3 above and the Scribd Document Store Terms upon termination of this agreement by You or Scribd, Scribd will discontinue prospective hosting and distribution of Your User Content.

12. Ownership; Proprietary Rights.

The Scribd Platform is owned and operated by Scribd. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of the Scribd Platform provided by Scribd (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content that are provided and owned by Users, all Materials contained on the Scribd Platform are the property of Scribd or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Scribd or its affiliates and/or third-party licensors. Except as expressly authorized by Scribd, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Scribd reserves all rights not expressly granted in this Terms of Use.

13. Indemnification.

You agree to indemnify, save, and hold Scribd, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the Scribd Platform, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. Scribd reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Scribd, and You agree to cooperate with Scribd's defense of these claims. Scribd will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

14. Disclaimers; No Warranties.

14.1 No warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SCRIBD, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCRIBD OR THROUGH THE SCRIBD PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 14, THE TERM SCRIBD INCLUDES SCRIBD'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.2 "As is" and "As available" and "With All Faults".

YOU EXPRESSLY AGREE THAT THE USE OF THE SCRIBD PLATFORM IS AT YOUR SOLE RISK. THE SCRIBD PLATFORM AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT (INCLUDING COMMERCIAL CONTENT), REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SCRIBD PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Platform Operation and User Content.

SCRIBD, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, CONTENT (INCLUDING COMMERCIAL CONTENT), FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SCRIBD PLATFORM OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy.

SCRIBD, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SCRIBD PLATFORM OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SCRIBD PLATFORM OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

14.6 Uploaded Content.

THE SECURITY MEASURES USED TO PROTECT USER CONTENT USED BY SCRIBD HEREIN ARE USED IN CONJUNCTION WITH THE USER CONTENT "AS-IS" AND WITH NO ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

15. Limitation of Liability and Damages.

15.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SCRIBD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS (INCLUDING USER CONTENT AND COMMERCIAL CONTENT) ON THE SCRIBD PLATFORM OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH SCRIBD, EVEN IF SCRIBD OR AN SCRIBD AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Limitation of Damages.

IN NO EVENT WILL SCRIBD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE SCRIBD PLATFORM OR YOUR INTERACTION WITH OTHER SCRIBD PLATFORM USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SCRIBD PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN SCRIBD AND RECEIVED THROUGH OR ADVERTISED ON THE SCRIBD PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT SCRIBD HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND

ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SCRIBD, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND SCRIBD. SCRIBD WOULD NOT BE ABLE TO PROVIDE THE SCRIBD PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

15.5 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THIS TERMS OF USE APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

16. United States Export Controls.

You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by You that You will not export such software, technical data, or commodities to certain foreign countries without prior approval of such agency. Your rights under this Terms of Use are contingent on Your compliance with this provision.

17. Miscellaneous.

17.1 Notice.

Scribd may provide You with notices, including those regarding changes to Scribd's terms and conditions, by email, regular mail, or postings on the Scribd Platform. Notice will be deemed given twenty-four hours after email is sent, unless Scribd is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Scribd Platform. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Scribd Platform is deemed given 30 days following the initial posting.

17.2 Waiver.

The failure of Scribd to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Scribd.

17.3 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

17.4 Jurisdiction.

You agree that any action at law or in equity arising out of or relating to these Terms or Scribd will be filed only in the state or federal courts in and for Santa Clara County, California, and You hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

17.5 Severability.

If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

17.6 Assignment.

These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Scribd without restriction. Any assignment attempted to be made in violation of this Terms of Use shall be void.

17.7 Survival.

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 5, 8.5, and 7-17.

17.8 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

17.9 Entire Agreement.

This is the entire agreement between You and Scribd relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by Scribd as set forth in section 4 above.

17.10 Claims.

YOU AND SCRIBD AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SCRIBD PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.11 Disclosures.

The services are offered by Scribd Inc., located at: Scribd.com, 539 Bryant Street, Suite 200, San Francisco, CA 94107, and email: support@scribd.com. If You are a California resident, You may have this same information emailed to You by sending a letter to the foregoing address with Your email address and a request for this information.

Help Desk by Zendesk

Exhibit E






- [Home](#)
- [Explore](#)
- [Community](#)

■

- [Help](#)
- [Sign Up](#)
- [Log In](#)

Quick Links

- [Submit a DMCA takedown request](#) 
- [File a DMCA counter-notice](#) 
- [Add your document\(s\) to Scribd's CMS](#) 

Copyright Management System

Scribd thrives on the diverse contributions of its community, who share everything from short stories and recipes to original music compositions.

We make it very clear, however, that we do not want unauthorized works on our site. To help prevent the upload of unauthorized works onto Scribd, we have created the Scribd Copyright Management System (CMS), a technology and set of best practices. Scribd CMS is the best—if not the only—integrated system of technology and policies of its kind and goes beyond the requirements set forth by U.S., UK and EU law.

Here's how it works:

- **All uploads checked:** Every document uploaded to Scribd is compared to the CMS database. If someone tries to upload a document that our system identifies as one of the tens of thousands of works in our CMS database (with more added daily), that document is automatically removed from Scribd.
- **How we populate the database:**
 - **Automated past protection:** Each time Scribd receives a [DMCA-compliant takedown request](#) from a copyright holder, we quickly remove the unauthorized document and add a unique reference file corresponding to that document to our copyright database, deleting previously-uploaded copies of the same work identified by the system.
 - **Automated future protection:** We also urge authors and publishers to proactively add the text of their work to the Scribd CMS. [Click here to upload your original works to the copyright management system.](#)
 - **Swift action for policy offenders:** On every document upload page, there is a prominent warning message and mandatory check box displayed to help ensure that people understand and comply with Scribd's [Terms of Service](#). Repeat copyright infringers are banned from Scribd.
 - **Alliance of websites:** Our goal is to help extend the same protections copyright holders have on

Scribd across a number of different sites. With that in mind, Scribd is prepared to share its copyright-management technology with other document-sharing websites that are interested in preventing uploads of unauthorized material.

More to come, stay tuned!

While the technology is not yet perfect, we are constantly working to improve it. As our reference database grows larger over time, our system is becoming noticeably smarter and faster. We will continue to build features and best practices that give copyright holders more choice and control over how their works appear, if at all, on Scribd.

More Info

- [FAQ](#)
- [Feedback](#)
- [Contact](#)

■

Scribd

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- [Scribd Store](#)
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- [Community Guidelines](#)
- [Support](#)
- [FAQ](#)
- [iPaper](#)
- [Desktop uploader](#)

Partners

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- [Branded Reader](#)
- [Developers / API](#)

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Exhibit F



- [Home](#)
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■

- [Help](#)
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Quick Facts

Stats

- Tens of millions of readers every month
- 10 million documents published
- 35 billion words
- 5 million Scribd document reader embeds
- 90 different languages supported

The Company

- Launched: March 2007
- Headquarters: San Francisco
- Management:
 - Trip Adler, CEO & Co-Founder
 - Jared Friedman, CTO & Co-Founder
 - Tikhon Bernstam, COO & Co-Founder
 - George Consagra, President
 - Mike McGuinness, Vice President, Business Development
 - Tammy H. Nam, Vice President, Content & Marketing

Who Uses Scribd (sampling)

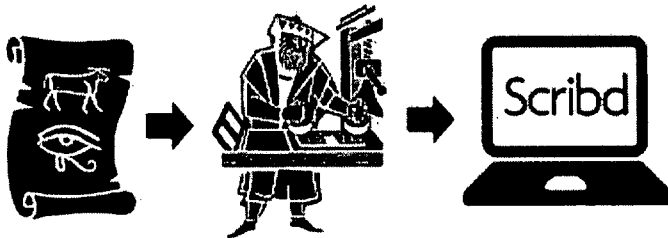
- [Chicago Tribune](#)
- [Ford Motor Company](#)
- [Fox Business](#)
- [Harvard University Press](#)
- [Lonely Planet](#)
- [National Middle School Association](#)
- [O'Reilly Media](#)
- [Pearson Schools](#)
- [Random House Publishing Group](#)
- [Simon & Schuster](#)

- [The New York Times Dealbook](#)
- [The World Bank](#)
- [Wessex Archaeology](#)
- [World Economic Forum](#)
- ... and millions of people exactly like you!

About Us

Scribd is the largest social publishing company in the world, the Website where tens of millions of people each month publish and discover original writings and documents. On Scribd, you can quickly and easily turn nearly any file—including PDF, Word, PowerPoint and Excel—into a Web document and share it with the world.

- **Create a profile** – share your work, manage documents, create reading lists, rate and more
- **Publish instantly** – upload your [college thesis](#), [presentation](#) or [screenplay](#) and immediately share with others
- **Build a community** – subscribe to [people](#), [publishers](#) and [companies](#) with similar interests
- **Discover new works** – browse interesting content in [creative writing](#), [children's books](#), [puzzles & games](#) and [more](#)



Scribd is breaking down barriers to the publishing process, making written works available to people on the Web and mobile devices, and most importantly, fueling the conversations happening around them.

Documents published on Scribd are accessible to Scribd's community of readers, indexed by search engines, and easily embedded and shared on thousands of other Websites, including Twitter and Facebook. Many leading media companies and businesses distribute content through Scribd, including The New York Times, Ford Motor Company, Simon & Schuster, O'Reilly, World Bank, Chicago Tribune, Carnegie Endowment for International Peace and more.

About

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Partners

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- [Developers / API](#)

Follow Us




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-  [Scribd Newsletter](#)

Exhibit G

Attn: Jason Bentley, Scribd, Inc.

Pursuant to 17 USC 512(c)(3)(A), this communication serves as a statement that:

1. I am the duly authorized representative of the exclusive rights holder for "Forecast 2009: Casting Stones, The Fate of Our Future" along with any identifying material;
 2. These exclusive rights are being violated by material available upon your site at the following URL(s): www.scribd.com
 3. I have a good faith belief that the use of this material in such a fashion is not authorized by the copyright holder, the copyright holder's agent, or the law;
 4. Under penalty of perjury in a United States court of law, I state that the information contained in this notification is accurate, and that I am authorized to act on the behalf of the exclusive rights holder for the material in question;
 5. I may be contacted by the following methods. (include all): 110 West C Street, Suite 1905, San Diego, CA 92101; (619) 615-0726 (telephone); 619-615-0728 (fax); e-mail kwhallock@hallocktriallaw.com;
- I hereby request that you remove or disable access to this material as it appears on your service in as expedient a fashion as possible. The first written request was made a week ago. We also ask you to tender the claim for \$53,000.00 plus in damages to your insurer or legal counsel. Thank you. Regards,

From: Scribd Support Desk <copyright@scribd.com>
To: kurt hallock <kwhallock@hallocktriallaw.com>
Sent: Friday, March 13, 2009 2:18:07 PM
Subject: [Scribd Support Desk] Pending request: Removal of copyrighted work/Larry Williams (ticket #827)

Mar-13 2009 02:59 pm.



Jason Bentley
Scribd

This form is incomplete. It does not contain links to the infringing content. Your takedown request must include a direct link (URL) to each and every infringing document that you want us to remove. We cannot remove documents based on keywords, search terms, title, name, cover design, or resemblance (physical or otherwise) to another document.

Best regards,

Jason

Mar-13 2009 04:07 pm.



kurt hallock

Our demand does not require a direct link to your infringing posting for copying this copyrighted work. Apparently, the direct link is <http://www.scribd.com/doc/10330424/090114-Larry-Williams-Forecast-2009>. Please remove this immediately and send this and the demand letter to your insurer.

Kurt Hallock

From: Jason Bentley <notifications-copyright@scribd.com>
To: kurt hallock <kwhallock@hallocktriallaw.com>
Sent: Friday, March 13, 2009 4:08:41 PM
Subject: [Scribd Support Desk] Re: Removal of copyrighted work/Larry Williams (ticket #827)

Mar-13 2009 06:18 pm.



Jason Bentley
Scribd

🗉 We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet (or exceed) DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our Repeat Infringer Policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URL(s):

<http://www.scribd.com/doc/10330424/090114-Larry-Williams-Forecast-2009>

pursuant to the notification that we received on [13 March 2009].

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley
Copyright Agent and Community Director
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Mar-13 2009 08:22 pm.

Exhibit H



Jason Bentley
Scribd

✓ We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet (or exceed) DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our Repeat Infringer Policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/12816666/The-Right-Stock-at-the-Right-Time-Larry-Williams-2003>
<http://www.scribd.com/doc/6478867/Larry-Williams-The-Right-Stock-at-the-Right-Time>
<http://www.scribd.com/doc/7123417/Larry-Williams-LongTerm-Secrets-to-ShortTerm-Trading>
<http://www.scribd.com/doc/7057123/Williams-Larry-LongTerm-Secrets-to-ShortTerm-Trading>
<http://www.scribd.com/doc/6847347/LongTerm-Secrets-to-ShortTerm-Trading>

pursuant to the notification that we received on [24 March 2009].

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>
Scribd Terms of Service: <http://www.scribd.com/terms>
DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley
Copyright Agent and Community Director
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Mar-25 2009 01:48 pm

Exhibit I



Jason Bentley
Scribd

We have processed your DMCA copyright infringement takedown notice:

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet (or exceed) DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our Repeat Infringer Policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/6838689/The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains-Larry-Williams>

pursuant to the notification that we received on [30 March 2009].

Please do not hesitate to contact me if you have any additional questions or concerns:

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley,
Director of Customer Care
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Mar-30 2009 03:18 pm.

Exhibit J



Jason Bentley
Scribd

We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet (or exceed) DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our Repeat Infringer Policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/481262/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

pursuant to the notification that we received on [31 March 2009].

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley,
Director of Customer Care
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Mar-31 2009 01:08 pm.

Exhibit K



Jason Bentley
Scribd

 We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet (or exceed) DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our Repeat Infringer Policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/6128545/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

<http://www.scribd.com/doc/7191564/Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

pursuant to the notification that we received on [1 April 2009].

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley,
Director of Customer Care
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Apr-01-2009 03:24 pm.

Exhibit L

KURT W. HALLOCK
LAW OFFICE OF KURT W. HALLOCK
110 West "C" Street, Suite 1905
SAN DIEGO, CALIFORNIA 92101
TELEPHONE: (619) 615-0726
FACSIMILE: (619) 615-0728

April 7, 2009

John "Trip" Adler, CEO
Jason Bentley
SCRIBD
211 Sutter Street, 2nd Floor
San Francisco, CA 94108

Re: Williams adv. SCRIBD
Our clients: Larry Williams and Tom DeMark
Subpoena for Identity of Infringers

Dear Gentlemen:

Enclosed is a courtesy copy of our clients' subpoena issued pursuant to 17 USC 512(h). A copy was sent for service on your designated agent for service of process.

We appreciate your prompt attention to the request's for information. Thank you.

Very truly yours,

LAW OFFICE OF KURT W. HALLOCK


Kurt W. Hallock

enclosure
Cc: Larry Williams
Tom DeMark

4/30/09 D.F. 1:05pm

SAO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

SOUTHERN

DISTRICT OF

CALIFORNIA

In Re: Larry Williams, et al

V.

SUBPOENA IN A CIVIL CASE

Case Number:¹

'09 MC 0289

TO: Scribd, Inc.

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

- ☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

- ☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

1. Any and all documents which contain the e-mail address, street address, identity and/or name of the uploaders of Larry Williams' copyrighted works including but not limited to "The Right Stock At the Right Time"; "Long-Term Secrets to Short-Term Trading"; "The Secret of Selecting Stocks for Immediate and Substantial Gains"; (continued on Ex. A)

PLACE

110 West C Street, Suite 1905, San Diego, California 92101

DATE AND TIME

4/30/2009, 9:00 am

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE (TO BE FILLED IN BY ATTORNEY FOR PLAINTIFF OR DEFENDANT)

RE: SAMUEL HANUSCK, JR.

DATE

APR 07 2009

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

CLERK, U.S. DISTRICT COURT
880 FRONT STREET, SUITE 429C
SAN DIEGO, CA 92101-8900

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

SOUTHERN

DISTRICT OF

CALIFORNIA

In Re: Larry Williams, et al

V.

SUBPOENA IN A CIVIL CASE

Case Number:¹

'09 MC 0289

TO: Scribd, Inc.

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

- ☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

- ☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

1. Any and all documents which contain the e-mail address, street address, identity and/or name of the uploaders of Larry Williams' copyrighted works including but not limited to "The Right Stock At the Right Time"; "Long-Term Secrets to Short-Term Trading"; "The Secret of Selecting Stocks for Immediate and Substantial Gains"; (continued on Ex. A)

PLACE 110 West C Street, Suite 1905, San Diego, California 92101

DATE AND TIME

4/30/2009, 9:00 am

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (AND DATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

W. DANIEL HANCOCK, JR.

DATE

APR 07 2009

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

CLERK, U.S. DISTRICT COURT
880 FRONT STREET, SUITE 429C
SAN DIEGO, CA 92101-4999

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

AO88 (Rev. 12/06) Subpoena in a Civil Case

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises -- or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
 - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
 - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
 - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
 - (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

ATTACHMENT A

In Re: Larry Williams, et al, Case No. Misc.
Subpoena to Scribd, Inc. dated April 7, 2009

Page One

1. (cont.) "Forecast 2009, Casting Stones, The Fate of Our Future."

Said copyrighted works were posted with the following URLs:

a. <http://www.scribd.com/doc/12816666/The-Right-Stock-at-the-Right-Time-Larry-Williams-2003>

b. <http://www.scribd.com/doc/6478867/Larry-Williams-The-Right-Stock-at-the-Right-Time>

c. <http://www.scribd.com/doc/7123417/Larry-Williams-LongTerm-Secrets-to-ShortTerm-Trading>

d. <http://www.scribd.com/doc/7057123/Williams-Larry-LongTerm-Secrets-to-ShortTerm-Trading>

e. <http://www.scribd.com/doc/6847347/LongTerm-Secrets-to-ShortTerm-Trading>

f. <http://www.scribd.com/doc/612854/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;

g. <http://www.scribd.com/doc/7191564/Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;

h. www.scribd.com/doc/Stock-Market-Forecast-2009-Previews;

i. <http://www.scribd.com/doc/481262/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;

j. <http://www.scribd.com/doc/6838689/Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;

k. <http://www.scribd.com/doc/10330424/090114-Larry-Williams-Forecast-2009>;

2. The e-mail addresses, physical addresses, and/or names of those alleged infringers who downloaded the following items:

1. (cont.) "Forecast 2009, Casting Stones, The Fate of Our Future."

Said copyrighted works were posted with the following URLs:

a. <http://www.scribd.com/doc/12816666/The-Right-Stock-at-the-Right-Time-Larry-Williams-2003>

b. <http://www.scribd.com/doc/6478867/Larry-Williams-The-Right-Stock-at-the-Right-Time>

c. <http://www.scribd.com/doc/7123417/Larry-Williams-LongTerm-Secrets-to-ShortTerm-Trading>

d. <http://www.scribd.com/doc/7057123/Williams-Larry-LongTerm-Secrets-to-ShortTerm-Trading>

ATTACHMENT A.

In Re: Larry Williams, et al, Case No. Misc.
Subpoena to Scribd, Inc. dated April 7, 2009

Page two

- e. <http://www.scribd.com/doc/6847347/LongTerm-Secrets-to-ShortTerm-Trading>
- f. <http://www.scribd.com/doc/612854/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;
- g. <http://www.scribd.com/doc/7191564/Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;
- h. www.scribd.com/doc/Stock-Market-Forecast-2009-Previews;
- i. <http://www.scribd.com/doc/481262/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;
- j. <http://www.scribd.com/doc/6838689/Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>;
- k. <http://www.scribd.com/doc/10330424/090114-Larry-Williams-Forecast-2009>;

3. The e-mail addresses, physical addresses, and/or names of those alleged infringers who uploaded the following copyrighted items of Tom DeMark:

- a. <http://www.scribd.com/doc/7121369/DeMark-on-Daytrading-Options>;
- b. <http://www.scribd.com/doc/7355155/DeMark-on-daytrading-options>;
- c. http://www.scribd.com/doc/7355155/DeMark-on-daytrading-options?_cache_revis

4. The e-mail addresses, physical addresses, and/or names of those alleged infringers who downloaded the following copyrighted items of Tom DeMark:

- a. <http://www.scribd.com/doc/7121369/DeMark-on-Daytrading-Options>;
- b. <http://www.scribd.com/doc/7355155/DeMark-on-daytrading-options>;
- c. http://www.scribd.com/doc/7355155/DeMark-on-daytrading-options?__cache_revis

Exhibit M

From: **Larry Williams** <larrywms@ireallytrade.com>
Date: Tue, May 12, 2009 at 10:42 AM
Subject: Continued Copyright Infringement
To: copyright@scribd.com

Attn: Jason Bentley, Scribd, Inc.

Pursuant to 17 USC 512(c)(3)(A), this communication serves as a statement that:

I am the exclusive rights holder for Larry Williams Inner Circle Workshop and am a duly authorized representative of the exclusive rights holder for The Secret to Selecting Stocks for Immediate and Substantial Gains and Long Term Secrets to Short Term Trading.

These exclusive rights are being violated by material available upon your site at the following URL(s):

<http://www.scribd.com/doc/6769488/Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

<http://www.scribd.com/doc/9850714/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

<http://www.scribd.com/doc/7663591/williams-larry-the-secret-of-selecting-stocks-for-immediate-and-substantial-gains>

<http://www.scribd.com/doc/7355811/Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

<http://www.scribd.com/doc/6517031/The-Secret-of-Selecting-Stocks>

<http://www.scribd.com/doc/6717867/Windsor-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

<http://www.scribd.com/doc/7100437/Larry-Williams-Long-Secrets-of-Short-Trading>

<http://www.scribd.com/doc/14025087/Williams-L2000Inner-Circle-Workshop-Notes-67-p>

The use of this material in such a fashion is not authorized by me the copyright holder, the copyright holder's agent, or the law;

Under penalty of perjury in a United States court of law, I state that the

information contained in this notification is accurate, and that I am authorized to act on the behalf of the exclusive rights holder for all the material in question;

I may be contacted by the following methods:

Larry Williams
7454 Hillside Dr
La Jolla, CA 92037
619 822 1908

Or through my lawyer
Kurt W. Hallock
Law Office of Kurt W. Hallock
110 West C Street, Suite 1905
San Diego, CA 92101
619 615-0726

I hereby request that you remove or disable access to this material as it appears on your service in as expedient a fashion as possible.

Please be advised these repeated infringements of registered copyrights may be deemed "willful" by a court and/or jury a jury in litigation, and may be subject to statutory damages of no more than \$150,000 per copyright infringed and no more than \$1,000,000 per trademark infringed. I request that the infringing files identified above be used by www.scribd.com to search for, and remove, any additional infringing links to the works identified above, but not specifically provided in this notice.

Regards,
Larry Richard Williams



Gary
Scribd

We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet or exceed DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our repeat infringer policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/6769468/Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>
<http://www.scribd.com/doc/9850714/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>
<http://www.scribd.com/doc/7563591/Williams-Larry-the-secret-of-selecting-stocks-for-immediate-and-substantial-gains>
<http://www.scribd.com/doc/7355811/Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>
<http://www.scribd.com/doc/6517031/The-Secret-of-Selecting-Stocks>
<http://www.scribd.com/doc/6717867/Windsor-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>
<http://www.scribd.com/doc/7100437/Larry-Williams-Long-Secrets-of-Short-Trading>
<http://www.scribd.com/doc/14025087/Williams-L2000Inner-Circle-Workshop-Notes-67-p>

pursuant to the notification that we received on 12 May 2009.

The documents listed above were added to Scribd's copyright management system automatically upon removal from the site. This system makes a "fingerprint" of the copyrighted works and stores them in a database that's inaccessible to the public. When a user uploads a new document, it is checked against the fingerprints in our copyright system. If there's a significant match, the content is removed from Scribd.

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>
Scribd Terms of Service: <http://www.scribd.com/terms>
DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Gary Villalobos,
Scribd Community Service and Support
copyright@scribd.com

May-12-2009 03:33 pm.

Exhibit N

From: **Larry Williams** <larrywms@ireallytrade.com>
Date: Fri, May 15, 2009 at 7:39 AM
Subject: Continued Copyright Infringement
To: copyright@scribd.com
Cc: kwhallock@hallocktriallaw.com

Attn: Jason Bentley, Scribd, Inc.

Pursuant to 17 USC 512(c)(3)(A), this communication serves as a statement that:

I am a duly authorized representative of the exclusive rights holder for The Secret to Selecting Stocks for Immediate and Substantial Gains.

These exclusive rights are being violated by material available upon your site at the following URL(s):

<http://www.scribd.com/doc/7136883/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

The use of this material in such a fashion is not authorized by me the copyright holder, the copyright holder's agent, or the law;

Under penalty of perjury in a United States court of law, I state that the information contained in this notification is accurate, and that I am authorized to act on the behalf of the exclusive rights holder for all the material in question;

I may be contacted by the following methods:

Larry Williams
7454 Hillside Dr
La Jolla, CA 92037
619 822 1908

Or through my lawyer
Kurt W. Hallock
Law Office of Kurt W. Hallock
110 West C Street, Suite 1905
San Diego, CA 92101
619 615-0726

I hereby request that you remove or disable access to this material as it appears on your service in as expedient a fashion as possible.

Please be advised these repeated infringements of registered copyrights may be deemed "willful" by a court and/or jury in litigation, and may be subject to statutory damages of no more than \$150,000 per copyright infringed and no more than \$1,000,000 per trademark infringed. I request that the infringing files identified above be used by www.scribd.com to search for, and remove, any additional infringing links to the works identified above, but not specifically provided in this notice.

Regards,
Larry Richard Williams



Gary
Scribd

We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet or exceed DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our repeat infringer policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/7136883/eBook-Trading-Williams-Larry-The-Secret-of-Selecting-Stocks-for-Immediate-and-Substantial-Gains>

pursuant to the notification that we received on 15 May 2009.

The documents listed above were added to Scribd's copyright management system automatically upon removal from the site. This system makes a "fingerprint" of the copyrighted works and stores them in a database that's inaccessible to the public. When a user uploads a new document, it is checked against the fingerprints in our copyright system. If there's a significant match, the content is removed from Scribd.

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Gary Villalobos,
Scribd Community Service and Support
copyright@scribd.com

May-15 2009 11:22 am.

Exhibit O

From: **kurt hallock** <kwhallock@hallocktriallaw.com>
Date: Mon, Aug 17, 2009 at 9:11 AM
Subject: Removal of Larry William's Copyrighted works
To: copyright@scribd.com

Attn: Jason Bentley, Scribd, Inc.

Pursuant to 17 USC 512(c)(3)(A), this communication serves as a statement that:

1. I am the duly authorized representative of Larry Williams the copyright holder or representative for "The Right Stock at the Right Time Prospering in the Coming Good Years"

1. The exclusive rights are being violated by material available upon your site at the following URL(s):

<http://www.scribd.com/doc/6897779>

TheRightStockattheRightTimeProsperingintheComingGoodYearsWiley2003

1. I have a good faith belief that the use of this material in such a fashion is not authorized by the copyright holder, the copyright holder's agent, or the law;

2. Under penalty of perjury in a United States court of law, I state that the information contained in this notification is accurate, and that I am authorized to act on the behalf of the exclusive rights holder for the material in question;

3. I may be contacted by the following methods:

Kurt W. Hallock
Law Office of Kurt W. Hallock
110 West C Street, Suite 1905
San Diego, CA 92101
(619) 615-0726
kwhallock@hallocktriallaw.com

I hereby request that you remove or disable access to this material as it appears on your service in as expedient a fashion as possible. Thank you.

Please be advised that repeated infringements of registered copyrights may be deemed "willful" by a court and/or jury in litigation, and maybe subject to statutory damages of no more than \$150,000 per copyright infringed and no more than \$1,000,000 per trademark infringed. Mr. Williams also requests that the infringing files identified above be used by www.scribd.com to search for, and remove, any additional infringing links to the works identified above, but not specifically provided in this notice.

There has been no attempt to eliminate AND/OR PREVENT multiple offenders and postings of Mr. Williams' copyrighted works. Mr. Williams also request Scribd, Inc. remove those individuals posting commodities and trading advice with Mr. Williams' name on their materials.

Regards,

Kurt W. Hallock

My name, typed above, constitutes an electronic signature under Federal law, and is intended to be binding.



Jason Bentley
Scribd

We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet or exceed DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts when deemed appropriate by review, pursuant to our repeat infringer policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URL(s):

<http://www.scribd.com/doc/6897779>

pursuant to the notification that we received on 17 August 2009.

The documents listed above were added to Scribd's copyright management system automatically upon removal from the site. This system makes a "fingerprint" of the copyrighted works and stores them in a database that's inaccessible to the public. When a user uploads a new document, it is checked against the fingerprints in our copyright system. If there's a significant match, the content is removed from Scribd.

You can keep track of what Scribd users are uploading through Scribd alerts. An alert will email you when documents matching your selected keywords are uploaded to Scribd. Set up alerts at <http://scribd.com/alerts> (Scribd account required).

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information here:

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley
Director of Customer Care
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Aug-17 2009 04:49 pm.

Exhibit P

From: **kurt hallock** <kwhallock@hallocktriallaw.com>
Date: Wed, Aug 26, 2009 at 4:17 PM
Subject: Removal of Larry Williams' Copyrighted workds
To: copyright@scribd.com

Attn: Jason Bentley, Scribd, Inc.

Pursuant to 17 USC 512(c)(3)(A), this communication serves as a statement that:

1. I am the duly authorized representative of Larry Williams the copyright holder or representative for "The Right Stock at the Right Time Prospering in the Coming Good Years" -- Chapter One.

1. The exclusive rights are being violated by material available upon your site at the following URL(s):

> <http://www.scribd.com/doc/14025112/Williams-L200310YearPattern-in-the-United-States-Stock-Market-14-p>

1. I have a good faith belief that the use of this material in such a fashion is not authorized by the copyright holder, the copyright holder's agent, or the law;

2. Under penalty of perjury in a United States court of law, I state that the information contained in this notification is accurate, and that I am authorized to act on the behalf of the exclusive rights holder for the material in question;

3. I may be contacted by the following methods:

Kurt W. Hallock
Law Office of Kurt W. Hallock
110 West C Street, Suite 1905
San Diego, CA 92101
(619) 615-0726
kwhallock@hallocktriallaw.com

I hereby request that you remove or disable access to this material as it appears on your service in as expedient a fashion as possible. Thank you.

Please be advised that repeated infringements of registered copyrights may be deemed "willful" by a court and/or jury in litigation, and maybe subject to statutory damages of no more than \$150,000 per copyright infringed and no more than \$1,000,000 per trademark infringed. Mr. Williams also requests that the infringing files identified above be used by www.scribd.com to search for, and remove, any additional infringing links to the works identified above, but not specifically provided in this notice.

There has been no attempt to eliminate AND/OR PREVENT multiple offenders and postings of Mr. Williams' copyrighted works. Mr. Williams also request Scribd, Inc. remove those individuals posting commodities and trading advice with Mr. Williams' name on their materials.

Regards,

Kurt W. Hallock

My name, typed above, constitutes an electronic signature under Federal law, and is intended to be binding.



Jason Bentley
Scribd

We have processed your DMCA copyright infringement takedown notice.

Scribd complies as a service provider with all applicable provisions of the United States Digital Millennium Copyright Act ("DMCA") of 1998. Our policy is to respond to any notices of infringement that meet or exceed DMCA-mandated criteria for validity by expeditiously removing infringing material. In addition, we will terminate user accounts, when deemed appropriate by review, pursuant to our repeat infringer policy.

At the date above, Scribd (scribd.com) disabled access to the document(s) at the following URLs:

<http://www.scribd.com/doc/14025112/Williams-L200310YearPattern-in-the-United-States-Stock-Market-14-p>

pursuant to the notification that we received on 26 August 2009.

The documents listed above were added to Scribd's copyright management system automatically upon removal from the site. This system makes a "fingerprint" of the copyrighted works and stores them in a database that's inaccessible to the public. When a user uploads a new document, it is checked against the fingerprints in our copyright system. If there's a significant match, the content is removed from Scribd.

You can keep track of what Scribd users are uploading through Scribd alerts. An alert will email you when documents matching your selected keywords are uploaded to Scribd. Set up alerts at <http://scribd.com/alerts> (Scribd account required).

Please do not hesitate to contact me if you have any additional questions or concerns.

You can find additional information [here](#).

Scribd Copyright FAQ: <http://www.scribd.com/copyright>

Scribd Terms of Service: <http://www.scribd.com/terms>

DMCA Summary: <http://www.copyright.gov/legislation/dmca.pdf>

Best regards,

Jason Bentley,
Director of Customer Care
copyright@scribd.com

Follow me on Twitter at <http://twitter.com/jasonatscribd>

Aug 26 2009 05:57 pm.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon & Rees LLP 101 W. Broadway, Suite 2000, San Diego, CA 92101. On November 23, 2009, I served the within documents:

1. **DEFENDANT SCRIBD, INC.'S NOTICE OF RULE 12(b)(6) MOTION AND MOTION TO DISMISS COMPLAINT;**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;**
3. **DECLARATION OF YOU-FONG C. AMATO IN SUPPORT THEREOF;**
4. **DECLARATION OF GEORGE CONSAGRA IN SUPPORT THEREOF; AND,**
5. **PROPOSED] ORDER GRANTING DEFENDANT SCRIBD, INC.'S NOTICE OF RULE 12(B)(6) MOTION AND MOTION TO DISMISS COMPLAINT**

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

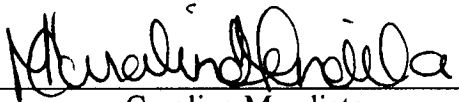
☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Diego, addressed as set forth below.

Kurt W. Hallock
Law Office of Kurt W. Hallock
110 West "C" Street, Suite 1905
San Diego, CA 92101
Tel (619) 615-0726
Fax (619) 615-0728
Attorneys for Plaintiff

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 23, 2009 at San Diego, California.


Carolina Mendieta

Gordon & Rees LLP
101 West Broadway, Suite 2000
San Diego, CA 92101